### GREENWAY PARK PHASE I SITE PLAN AGREEMENT

THIS AGREEMENT made and entered into this day of the control of th

WHEREAS, Owner has applied for site plan approval for construction of Phase I Greenway Park Addition, a 208 unit apartment complex and related accessory buildings, comprising 14.1-acres, more or less, and located on Tract G, Greenway Park II; and,

WHEREAS, pursuant to the terms of the Greenway Park PUD (Planned Unit Development) Site Plan Agreement between the City of Casper and Haystack Properties, LLC, dated February 2, 2008, the Owner is required to submit a site plan prior to the construction of any phase of the subdivision, which requires the approval of the Community Development Director; and,

WHEREAS, a copy of said site plan, Sheets 1-7, all dated February 20, 2009 and revised on April 14, 2009, are attached hereto as Exhibit "A," and are incorporated herein at this point as if fully set forth; and,

WHEREAS, a copy of elevations, Sheets A4.1-AT, BA, BB, BT, C, R, and A4.2-R, all dated June 19, 2008 and revised August 11, 2008, are attached hereto as Exhibit "B," and are incorporated herein at this point as if fully set forth;

WHEREAS, a copy of the landscaping plan, Sheets L1, L2 and L3, all dated April 29, 2009, are attached hereto as Exhibit "C," and are incorporated herein at this point as if fully set forth:

NOW, THEREFORE, the parties hereto agree as follows:

### I. <u>EXPLICIT CONDITIONS:</u>

A. The Owner shall construct the proposed pedestrian trail running parallel to South Missouri Street, along the east side of Sage Creek, from the north property line to the south property line of Greenway Park II, concurrent with Phase II of the development. Once said trail is constructed, the City may relieve the Owner from its obligation to construct sidewalk along South Missouri Avenue if adequate pedestrian connections to South Missouri Avenue are provided and the pedestrian trail serves the same intended purpose. The City's final determination regarding the sidewalk along South Missouri Avenue will occur during site plan approval of Phase II.

873665

NATRONA COUNTY CLERK, WY
Renea Vitto Recorded: JF

Aug 27, 2009 11:09:12 AM Pages: 30 Fee: \$95.00

CITY OF CASPER

- Pursuant to both the Greenway Park PUD (Planned Unit Development) B. Site Plan Agreement, dated February 2, 2008 and the Greenway Park Addition Subdivision Agreement dated August 19, 2008, the Owner shall construct East 21st Street to the east boundary of Greenway Park II Addition concurrent with Phase I of the development. East 21st Street shall be constructed according to standard City specifications as a collector street, and construction shall include paving. detached sidewalks. curb, gutter, public utility extensions (stub-outs) and stormwater improvements. The City shall reimburse the Owner 50% of the costs to build East 21st Street, at such time as invoices are submitted by Owner to the City, in a total amount up to 80% of the City's total obligation. The remaining 20% of the City's obligation shall be withheld by the City until either the 18-month warranty period has elapsed and the improvements have been accepted by the City, or until such time as an 18-month warranty bond is provided to the City by Owner, pursuant to the requirements of the Casper Municipal Code. Pursuant to the Greenway Park PUD (Planned Unit Development) Site Plan Agreement, dated February 2, 2008, the City's portion of said costs shall not exceed fifty percent (50%) of the estimated 2008 cost to construct said street. According to a January 30, 2008 cost estimate prepared by the City Engineer, the cost to construct East 21st Street was estimated to be \$548 The approximate length of 21st Street that will be per lineal foot. constructed is 1,810 lineal feet; therefore, the City's 50% proportionate share of the cost of East 21st Street shall not exceed \$495,940 (\$548 x 1810 lineal feet = \$991,880/2).
- C. Prior to the issuance of a Permit to Construct public improvements, the Owner shall submit a revised or updated sanitary sewer study to the City Engineer for review and approval.
- D. The Owner shall construct a secondary access, meeting standard City and Emergency Services Department minimum specifications, for Phase I, located in the southwest corner of the development, accessing East 21<sup>st</sup> Street.
- E. Prior to the issuance of a Permit to Construct public improvements, the Owner shall provide the City with recorded "public access easements" in a form acceptable to the City, for all internal drives in Phase I.
- F. Prior to the issuance of a Permit to Construct public improvements, the Owner shall provide a revised garbage collection plan to the City Engineer for review and approval.

- G. Prior to the issuance of a Permit to Construct public improvements, the Owner shall provide all necessary utility (water and/or sewer) easements to the City, in a form acceptable to the City.
- H. Prior to the issuance of a Permit to Construct public improvements, the Owner shall submit a revised or updated storm drainage study to the City Engineer for review and approval.
- I. Prior to the issuance of a Permit to Construct public improvements, Owner shall provide the City with written clearance from the U.S. Army Corp of Engineers (USACOE) for any wetland impacts that may occur due to the Phase I development.
- J. Prior to the issuance of a Permit to Construct public improvements, the Owner shall submit to the City a "Floodplain Development Permit Application" and all related documents for review and approval for the construction of East 21<sup>st</sup> Street or any other disturbance to the regulatory floodway and/or floodplain.
- K. Prior to the issuance of a Permit to Construct public improvements, the Owner shall provide a signage and striping plan for Phase I of the development to the City Engineer for review and approval, including both private and public street accommodations.
- L. Pursuant to the Greenway Park II Subdivision Agreement Amendment dated October 7, 2008, "Owner shall design and construct the traffic signal to be located at the intersection of South Missouri Avenue and East 15<sup>th</sup> Street, and shall pay their proportionate share of the costs (36%). Said signal shall be installed concurrent with the construction of public improvements in Phase I of the development, and no Certificates of Occupancy shall be issued until the traffic signal is in place and functional. The City will reimburse the applicant for the balance of the costs for design and construction of the signal (64%)."

### II. OBLIGATIONS OF THE OWNERS:

Upon written demand of the Council or the City Manager, the Owner, at their sole cost and expense, shall do, or cause to be done, the following:

- A. The Owner shall landscape the property in keeping with the landscape plan approved by the Community Development Director, and comply with the following landscaping requirements:
  - 1. Landscape and beautify the areas identified on the Landscape Plan.

- 2. Plant material used for landscaping shall meet the criteria and specifications set forth in that certain manual entitled "Building Casper's Urban Forest."
- 3. All planted areas on the property shall be maintained to the degree that they will not create a fire hazard or become unsightly to the development.
- 4. Upon demand of the Council, the Owner shall replace and replant any required on-site plant material that dies, or is not in conformity with the approved landscaping plan. The landscaping requirements shall not be applied to the owner of vacant property until such time as an active commercial or residential use is established on that property.
- 5. Said on-site landscaping shall be completed before a Certificate of Occupancy will be issued. If said landscaping is delayed due to construction of on or off-site improvements, the Owner may request, in writing, an extension not exceeding six (6) months. If the request demonstrates that, as a result of conditions beyond the control of the Owner, the landscaping cannot be completed, the Community Development Director is authorized to grant the Owners' request for an extension, which shall not exceed six (6) months. In the event the owner is granted an extension for compliance with landscaping construction, the issuance of a certificate of occupancy shall not be delayed pending the completion of the landscaping.
- B. The Owner shall comply with Section 12.20 of the Casper Municipal Code regarding erosion and sediment control. The Owner is required to post cash, an irrevocable letter of credit, performance bond, or other approved surety in the amount of ten cents (\$0.10) per square foot of area disturbed, with a minimum amount of Five Thousand Dollars (\$5,000.00). The amount of the surety will be based on the actual area of land disturbed and will determined when the Owner submits either an Erosion Control Plan or a building permit for the development. It shall be the obligation of the Owner to keep any bond or letter of credit in full force and effect for the entire duration of the project. As provided herein, the Owner shall furnish proof of the same upon demand of the City.
- C. If the Owner fails to implement the Erosion Control Program, as proposed and approved by the City Engineer, the Owner, by this agreement, hereby authorizes the City to use said bond for implementation and completion of the approved Erosion Control Program. In the event the City incurs costs in completing said program over and above the amount of the bond, cash deposit, or letter of credit, Owner agrees to pay City said costs upon

demand by the City. The City shall release the security one year following the date of final completion of implementation of best management practices on the construction site, or as determined by the City Manager or his designee.

- D. All signs on said site must be approved by the Community Development Director or her designee prior to installation.
- E. All street, alley, and parking surfaces shall be covered with concrete or asphalt concrete pavement materials in accordance with Chapter 16.16 of the Casper Municipal Code. The minimum pavement section for parking and alley surfaces shall be two inch (2") asphaltic concrete surface over two inches (2") asphaltic concrete binder course over six inches (6") of grading W base course. The minimum pavement section for street sections, in accordance with the collector street classification in Chapter 16.16 of the Casper Municipal code, shall be three inch (3") asphaltic concrete surface over three inches (3") of ashaltic binder course over eight inches (8") of grading "W" base. Alternative pavement designs may be substituted upon approval of the City Engineer. All designs shall be in accordance with Chapter 16.16 of the Casper Municipal Code.
- F. Any and all storm drainage sewer lines, trunk lines, lateral catch basins, manholes, and detention areas shall be designed and installed in accordance with the Drainage Plan prepared by the Owner, and approved by the Community Development Director and City Engineer.
- G. Owner shall construct all trash enclosures according to City requirements as shown in the City Engineering Department handouts titled "Minimum Standards for Commercial Sanitation Container Facility" dated March 2002, or "Minimum Standards for Double Bin Commercial Sanitation Facilities." Alternately, upon approval by the City Sanitation Department, other designs may be accepted.
- H. All public improvements shall be designed and inspected by a Wyoming registered Professional Engineer, who shall certify that the improvements, including curbs, gutter, sidewalks, paving, utility systems, storm sewers, street lighting, street signs, etc., have been constructed in accordance with the approved plans and specifications. The certification by the engineer is required to be in writing.
- I. The Owner shall maintain, repair, and replace, if necessary, the water and sewer system improvements for a period of eighteen (18) months from the date the certification is approved. This obligation includes maintenance, repair or replacement for any cause during such period, including acts of subcontractors. Upon completion of all maintenance, repair, and replacement to the satisfaction of the City Engineer, the City shall accept

the construction thereof in writing and thereafter maintain said water and sewer mains and appurtenances dedicated to the public. In the event the Owner fails to maintain, repair, or replace said improvements, City may, at its option, maintain, repair, or replace the same and Owner agrees to pay for any cost incurred thereby. Maintenance, repair, or replacement by the City does not relieve the Owner from its obligation under this paragraph and shall not be construed to be an acceptance of the improvements by the City.

- J. Curb boxes shall be left at the water main easement lines in front of each building and the Owner shall protect, during the subsequent course of developing the Development, valve boxes and curb boxes from damage, and be wholly responsible for the repair and replacement to the City's satisfaction of such that are damaged or destroyed. If the Owner shall fail or refuse to promptly repair or replace such boxes as required, the City may do so and charge the Owner directly for said cost. The Owner shall adjust said valve and curb boxes to finished grade, at the time the paving and/or landscaping work is completed in the Development.
- K. The Owner shall construct the necessary water mains up to and through the Development. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Water main sizes shall be as determined by the City.
- L. The Owner at its cost shall install water service lines in accordance with City specifications to the easement lines so as to serve each building site in the Development.
- M. The Owner shall construct the necessary sewer mains to and through the Development. All work shall be in accordance with plans and specifications to be prepared by the Owner's engineer and approved by the City. Sewer main sizes shall be as determined by the City.
- N. The Owner, at its own cost, shall install sewer service lines, in accordance with City specifications, to each building site in the Development.
- O. The Owner shall protect manhole covers and rings from damage in the course of constructing the sewer main, and shall be solely responsible for repair or replacement to the City's satisfaction. The Owner shall adjust such manhole rings and covers to finished grade. The Owner agrees to protect and save the City harmless from any loss or claim suffered by other sewer users to their real or personal property, and from personal injury or damages by reason of obstruction or damage to the sewer lines or any part thereof occasioned by present or future construction work on said Development by the Owner, and said obligation shall continue until the sewer line and the system within the Development is accepted by the

City's representatives; provided, however, that acceptance of part of the system shall not relieve the Owner of the obligations herein imposed in the event of damage by reason of future sewer construction within said Development.

- P. Prior to the issuance of a building permit for any new structure, or prior to the issuance of a plumbing permit to connect existing buildings to the water and sewer systems, the then-existing water system investment charge (connection charge), sewer system investment charge (connection charge) and water meter charge shall be paid to the City. The Owner will also pay to the Central Wyoming Regional Water System Joint Powers Board the then current Regional Water System investment charge for each building to be served with water.
- Q. All necessary water and sewer easements, in forms acceptable to the City, up to and through the Development shall be obtained by the Owner, which grant to the City the right of ingress and egress thereto for purposes of laying out, constructing, inspecting, maintaining and replacing water mains, sewer mains, fire hydrants, water service lines, and other appurtenances. Appropriate easements or utility rights-of-way shall be provided on all private streets within the subdivision for the water and sewer mains, fire hydrants, water service lines, and other appurtenances.
- R. Easements for all off-site utilities must be provided prior to application for a permit to construct being made to City.
- S. The Owner agrees to abide by the rules and regulations of the City regarding the use of its water and sewer facilities, all relevant ordinances of the City of Casper relating to water and sewer service; and all other state and federal laws, rules, and regulations including but not limited to all provision of the Federal Pretreatment Regulations (40CFR, Part 403) and all City ordinances relating to industrial pretreatment.
- T. At such time as said water and/or sewer mains are installed by the Owner and the work accepted by the City, the City shall reimburse the Owner twice the difference in material cost between an 8-inch water and/or sewer main, or larger size if required by the development, and the required oversized main pursuant to Chapter 16.19 of the Casper Municipal Code, as amended. Such reimbursement will be determined by the City based upon its most recent applicable materials cost at the time of the agreement execution. Reimbursement will only be based on oversizing of water and sewer mains larger than the size required by system analysis and approved by the City.
- U. In addition to and separate from the surety required for erosion control, the Owner shall provide financial surety for construction of improvements to

be owned by the City (water and sewer system improvements) and for the warranty period in accordance with one of the alternatives provided for in Chapter 16.28.070 of the Casper Municipal Code.

- V. The Owner shall provide financial security as provided herein in order to assure that the required water distribution systems, and sewerage collection systems and any other required public improvements as outlined in the site plan agreement are constructed in compliance with the City's specifications. The financial security for the construction of any such improvements shall be in the amount of one hundred percent of the total cost of construction thereof. This financial security shall be secured and delivered to the City prior to issuance of a permit to construct by the City.
- W. A project may be constructed without financial security as otherwise required herein provided that the owner/subdivider submits to the City a bonded agreement between the Owner and its contractor bonded by a Wyoming-licensed bonding company to complete the work covered by a permit to construct as outlined in the subdivision agreement. No permits will be issued for construction of buildings or foundations in the development until the improvements have been completed, a letter of completion has been issued, and the warranty period has begun pursuant to Section 16.28.050 of this chapter.
- In the event the Owner elects to construct a project without a bonded X. agreement between them as set forth above, the owner/subdivider shall provide a written affidavit to the City stating that no sales of real property within the subdivision will be closed until after a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050 of this chapter. No permits will be issued for construction of foundations of residences or buildings in the development by the City until a letter of completion is issued by the City and the warranty period has begun pursuant to Section 16.28.050. If, prior to the issuance of a letter of completion and the commencement of the warranty period, should Owner desire to sell lots and have building or foundation permits issued within the project, the Owner shall provide: (1) financial security in a form as required in subsection B of this section in an amount as calculated pursuant to subsection (C) of this section that will cover the estimated cost of the remaining public improvements to be constructed for all or a phase of the subdivision as approved by the City; or (2) a bonded agreement between the Owner and the contractor as set forth in subsection (A)(2) of this section shall be provided to the City.
- Y. The Owner shall provide financial security to the City of Casper during the warranty period for the above-described public improvements. The financial surety shall be available to the City for the repair, maintenance, and replacement of such improvements that fail within the warranty

period. The financial security during the warranty period shall be in the amount of twenty percent of the total construction costs of such improvements. This financial security for the warranty period of eighteen months from the date stated in the letter of completion issued by the City shall be acquired and delivered to the City prior to issuance of any building permits in the subdivision by the City.

- Z. Forms of Financial Security.
  - 1. Financial security may be provided in one of the following forms:
    - a. An escrow agreement providing for the pledging of the Owner's line of credit or other assets in an amount and form approved by the city:
    - b. Cash;
    - c. Surety bonds on forms provided by the City;
    - d. Unconditional letter of credit subject to the laws and courts of the state of Wyoming in a form approved by the City.
- AA. The Owner's engineering consultant shall provide actual construction costs to the city for the purposes of determining the amount of the financial security for the construction phase and warranty period of the improvements. Should actual construction costs not be available to acquire the necessary financial security in a timely manner, the Owner may rely on estimated construction costs as approved of by the City Engineer. All cost estimates shall be supported by documents of the proposed improvements. Construction costs shall cover and include water and sewer lines, as outlined in the Development's drawings and specifications.
- BB. The financial security will be released when that portion of the work or period to which it relates has been completed. All requests for release or reduction of a financial security shall be provided in writing to the City Engineer's office, 200 North David Street, Casper, Wyoming 82601. The City Engineer's office will review the request for release and provide a written response back to the owner/developer within ten calendar days.

### III. OBLIGATIONS OF THE CITY:

- A. The City shall issue a building permit pursuant to Title 15 of the Casper Municipal Code, under the terms of this agreement and upon performance by the Owner of the conditions set forth above. All building permits will be issued by the Community Development Director in accordance with Casper Municipal Code.
- B. The City shall reimburse the Owner 50% of the costs to build East 21<sup>st</sup> Street, at such time as invoices are submitted by Owner to the City, in a total amount

up to 80% of the City's total obligation. The remaining 20% of the City's obligation shall be withheld by the City until either the 18-month warranty period has elapsed and the improvements have been accepted by the City, or until such time as an 18-month warranty bond is provided to the City by Owner, pursuant to the requirements of the Casper Municipal Code. Pursuant to the Greenway Park PUD (Planned Unit Development) Site Plan Agreement, dated February 2, 2008, the City's portion of said costs shall not exceed fifty percent (50%) of the estimated 2008 cost to construct said street. According to a January 30, 2008 cost estimate prepared by the City Engineer, the cost to construct East 21<sup>st</sup> Street was estimated to be \$548 per lineal foot. The approximate length of 21<sup>st</sup> Street that will be constructed is 1,810 lineal feet; therefore, the City's 50% proportionate share of the cost of East 21<sup>st</sup> Street shall not exceed \$495,940 (\$548 x 1810 lineal feet = \$991,880/2).

C. Pursuant to the Greenway Park II Subdivision Agreement Amendment dated October 7, 2008, the Owner is responsible for designing and constructing the traffic signal to be located at the intersection of South Missouri Avenue and East 15<sup>th</sup> Street. The City shall reimburse the applicant for sixty four percent (64%) of the cost of said signal at such time as the signal installation is completed by the Owner and accepted by the City.

### IV. REMEDIES:

In the event the Owner fails to do, or fails to cause to be done, any of the requirements set forth in this contract in an expeditious manner, the City may at its option, do any or all of the following:

- A. Refuse to issue a building permit or certificate of occupancy to the Owner, its successors, or assigns in interest.
- B. After written notice to Owner of those items which have not been completed or properly completed, and upon failure to cure the same by Owner within a reasonable period of time, the City may complete any and all of the public improvements required by this contract, by itself, or by contracting with a third party to do the same. In the event the City elects to complete said improvements or contracts with third party to do so, the Owner agrees to pay any and all costs resulting therefrom upon demand by the City.
- C. The remedies provided in this section are in addition to any other remedies specifically provided for in this agreement, the property lease agreement, or which the City may otherwise have at law or in equity, and are not a limitation on the same. The Owner further agrees to pay all the City's reasonable attorney's fees, court costs, and litigation costs in the event the City is required to enforce the provisions of this agreement in a court of

law. This document, its interpretation, and enforcement shall be governed by the laws of the State of Wyoming.

### V. <u>MISCELLANEOUS AGREEMENTS:</u>

- A. <u>Authority</u>: All individuals executing this Agreement on behalf of their principals hereby state and certify that they have full authority to bind and obligate their principals to each and every term and provision of this Agreement.
- B. <u>Successors and Assigns</u>: This agreement shall be binding upon and shall inure to the benefits of all parties hereto, their successors, and assigns.
- C. Wyoming Governmental Claims Act: The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101, et seq. The City specifically reserves the right to assert any and all immunities, rights and defenses it may have pursuant to the Wyoming Governmental Claims Act.
- D. Governing Law and Venue: Any litigation regarding this agreement shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.
- E. No Third Party Beneficiary Rights: The parties to this Agreement do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement, shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

APPROVED AS TO FORM:	
Wallace Themloth IN	
ATTEST:	CITY OF CASPER, WYOMING A Municipal Corporation  April D. Getchius, AICP Community Development Director
WITNESSETH:	HAYSTACK PROPERTIES, LLC
Printed Name Title: Lee Hardy	By: Printed Name: Dougld B Berland Title: Mela Der
ACKNOW	LEDGEMENT
STATE OF WYOMING ) )ss. COUNTY OF NATRONA )	
The foregoing instrument was act AICP, Community Development Direct	knowledged before me by April D. Getchius, or, City of Casper, this \(\frac{1}{2}\frac{1}{2}\frac{1}{2}\) day of
WITNESS my hand and official sea NOTARY PUBLIC DEE HARDY STATE OF WYOMING COUNTY OF NATRONA My Commission Expires 11/20/2012	1.  Notary Public

My Commission Expires: 1/20/2

### ACKNOWLEDGEMENT

STATE OF	)
COUNTY OF	)ss. )
	was acknowledged before me by Orral d B Recland Haystack Properties, LLC, this day of
WITNESS my hand and of	ficial seal.
NOTARY PUBLIC DEE HARDY STATE OF WYOMING COUNTY OF NATRON My Commission Expires 11/20/2012	
My Commission Expires: \\\2 ▷	19

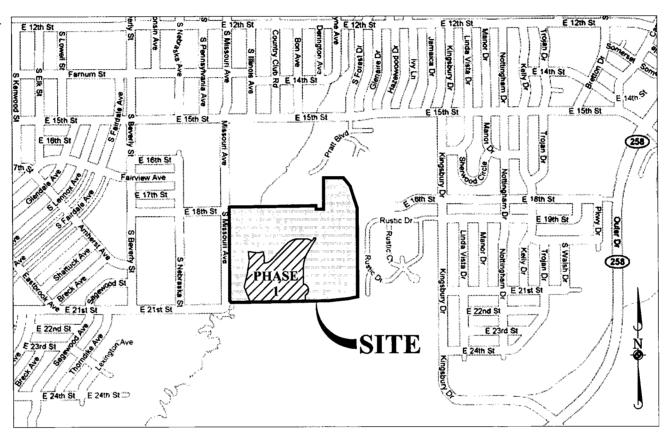


# **GREENWAY PARK** CASPER, WYOMING

**SECTION 14, T33N, R79W, 6 P.M. NATRONA COUNTY. WYOMING** 

### LEGAL DESCRIPTION:

- A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 33 NORTH, RANGE 79 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF NATRONA, STATE OF WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
- THE BASIS OF BEARINGS IS ASSUMED TO BE N 89'08'14" E FROM THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14 TO THE CENTER QUARTER CORNER OF SAID
- COMMENCING AT SAID CENTER QUARTER CORNER OF SECTION 14; THENCE S 89'80'14" W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14 A DISTANCE OF 237.93
- THENCE N 00°51'46" W PERPENDICULAR TO SAID SOUTH LINE A DISTANCE OF 40.00 FEET TO A LINE PARALLEL WITH AND 40.00 FEET NORTHERLY OF SAID SOUTH LINE, ALSO BEING THE POINT OF BEGINNING;
- THENCE S 89'08'14" W ALONG SAID PARALLEL LINE A DISTANCE OF 800.95
- THENCE N 22°27'42" W A DISTANCE OF 229.93 FEET; THENCE N 14'04'25" E A DISTANCE OF 176.55 FEET;
- THENCE N 08"51'14" E A DISTANCE OF 188.20 FEET;
- THENCE N 02°02'47" W A DISTANCE OF 47.75 FEET;
- THENCE N 04'41'06" W A DISTANCE OF 93.03 FEET;
  THENCE 31.24 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE
  RICHT, HAVING A RADIUS OF 270.00 FEET, WITH A CENTRAL ANGLE OF
  6"37'49", AS SUBTENDED BY A CHORD WHICH BEARS S 85'43'28" E A DISTANCE OF 31.23 FEET;
- THENCE 5 82"24"33" E A DISTANCE OF 71.68 FEET;
  THENCE 105.20 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A
- RADIUS OF 230.00 FEET, WITH A CENTRAL ANGLE OF 26°12'24";
- THENCE S 10'06'54" E A DISTANCE OF 65.69 FEET;
  THENCE 69.23 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 184.00 FEET, WITH A CENTRAL ANGLE OF 21°33'22";
- THENCE S 28'06'53" E A DISTANCE OF 5.75 FEET;
- THENCE S 00°04'25" W A DISTANCE OF 20.00 FEET; THENCE 108.96 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE
- LEFT, HAVING A RADIUS OF 136.00 FEET, WITH A CENTRAL ANGLE OF 45"54"21", AS SUBTENDED BY A CHORD WHICH BEARS N 67"07"15" E A DISTANCE OF 106.07 FEET;
- THENCE N 44'10'04" E A DISTANCE OF 322.53 FEET; THENCE 168.13 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 214.00 FEET, WITH A CENTRAL ANGLE OF 45'00'53";
- THENCE N 89"10"57" E A DISTANCE OF 110.26 FEET;
  THENCE N 89"10"57" E A DISTANCE OF 110.26 FEET;
  THENCE 89.21 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A
  RADIUS OF 164.00 FEET, WITH A CENTRAL ANGLE OF 31"09"59";
  THENCE 22.89 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A
  RADIUS OF 15.00 FEET, WITH A CENTRAL ANGLE OF 87"26"53";
- THENCE N 32"54'03" E A DISTANCE OF 12.73 FEET; THENCE 26.95 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A
- RADIUS OF 136.00 FEET, WITH A CENTRAL ANGLE OF 11'21'21"; THENCE S 68'27'18" E A DISTANCE OF 28.00 FEET;
- THENCE 32.50 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 164.00 FEET, WITH A CENTRAL ANGLE II'21'21", AS SUBTEND BY A CHORD WHICH BEARS S 27'13'22" W A DISTANCE OF 32.45 FEET;
- THENCE 5 32'54'03" W A DISTANCE OF 169.37 FEET; THENCE 286.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A
- RADIUS OF 486.00 FEET, WITH A CENTRAL ANGLE OF 33'45'49";
- THENCE S 00°51'46" E A DISTANCE OF 192.11 FEET; THENCE 6.11 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A
- RADIUS OF 30.00 FEET, WITH A CENTRAL ANGLE OF 11'40'00";
  THENCE 205.48 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 85.00 FEET, WITH A CENTRAL ANGLE OF 138'30'29", AS SUBTENDED BY A CHORD WHICH BEARS S 11'42'17" E A DISTANCE OF 158.98 FEET;
- THENCE 20.39 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A
- RADIUS OF 20.00 FEET, WITH A CENTRAL ANGLE OF 58'24'43"; THENCE S 00'51'46" E A DISTANCE OF 40.56 FEET;
- THENCE 47.12 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, WITH A CENTRAL ANGLE OF 900000, TO THE
- CONTAINING AN AREA OF 612,155 SQUARE FEET (14.053 ACRES), MORE OR



## VICINITY MAP

### SHEET INDEX

SHEET 1 OF 7	.COVER SHEET
SHEET 2 OF 7	EXISTING SITE CONDITIONS
SHEET 3 OF 7	SITE PLAN
SHEET 4 OF 7	DIMENSIONAL PLAN
SHEET 5 OF 7	PRELIMINARY UTILITY PLAN
SHEET 6 OF 7	PRELIMINARY GRADING PLAN
SHEET 7 OF 7	PRELIMINARY SURFACE DRAINAGE PLAN

### DEVELOPER/OWNER

MR. DON BERLAND, PRESIDENT BERLAND DEVELOPMENT GROUP INC. 13394 EAST CONTROL TOWER ROAD ENGLEWOOD, COLORADO 80112 303.721.1981 dberland@berland.cc

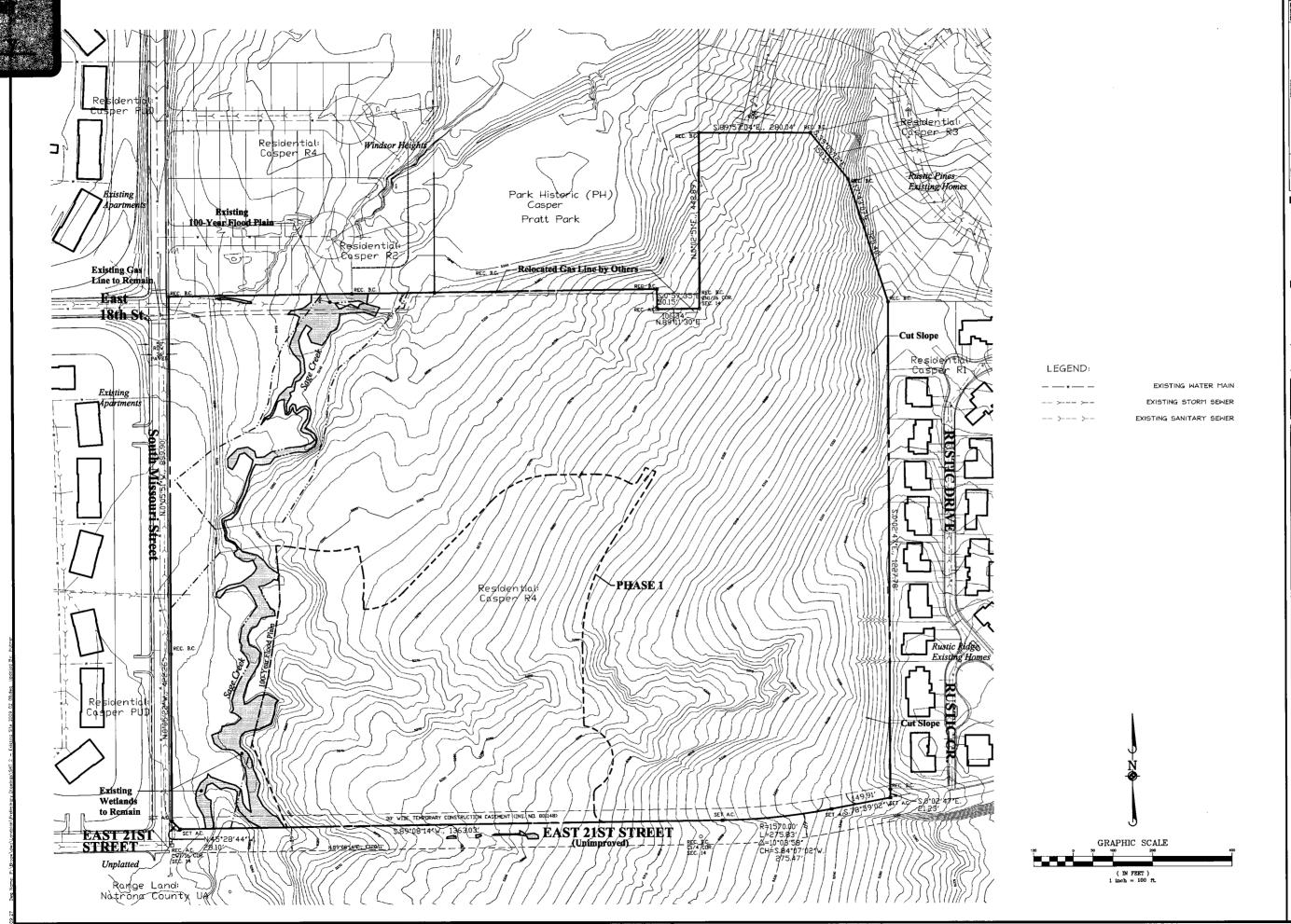
### **ENGINEER**

MANHARD CONSULTING, LTD. 7442 SOUTH TUCSON WAY, SUITE 190-A CENTENNIAL, COLORADO 80112 303,708,0500

### LAND PLANNER/LANDSCAPE ARCH.

MANHARD CONSULTING, LTD. 7442 SOUTH TUCSON WAY, SUITE 190-A CENTENNIAL, COLORADO 80112 303.708.0500

GREENWAY PARK
CASPER, WYOMING
COVER SHEET



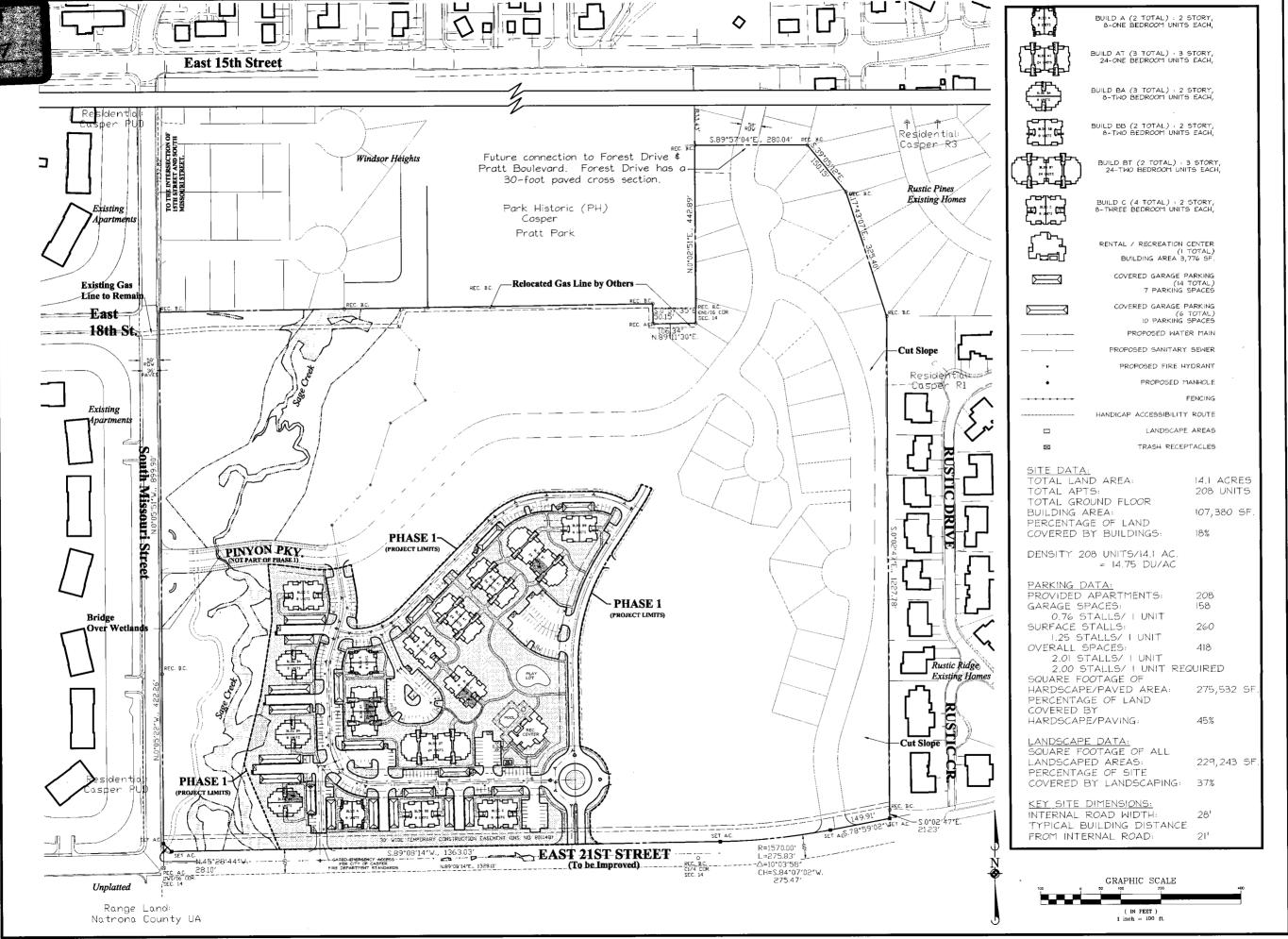
ال ال 0 **O**z GREENWAY PARK
CASPER, WYOMING
EXISTING CONDITIONS PROJ. MOR.: TTN

PROJ. ABSOC: JBH

DRAWN ST: JBH

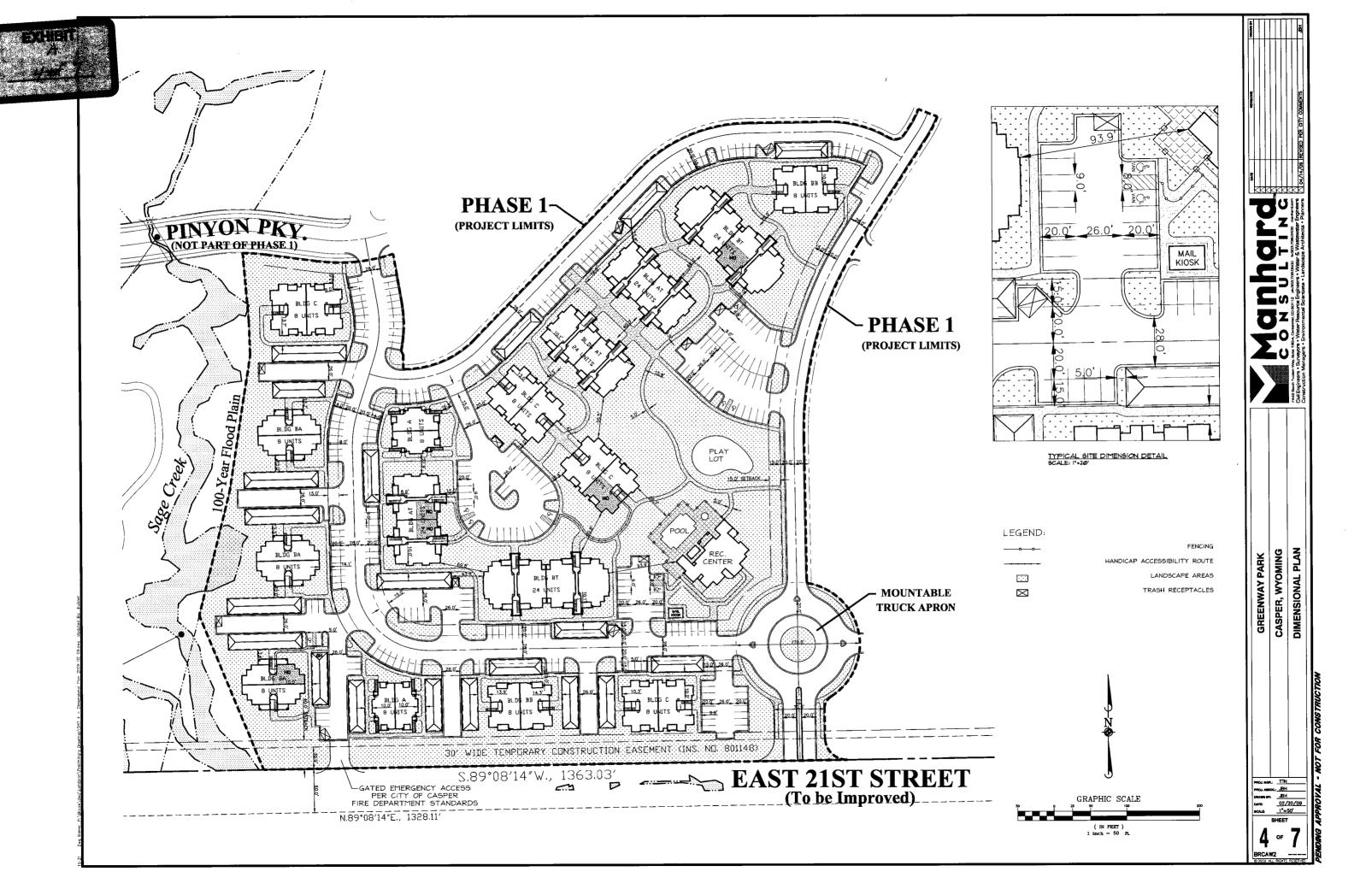
DATE 02/20/09

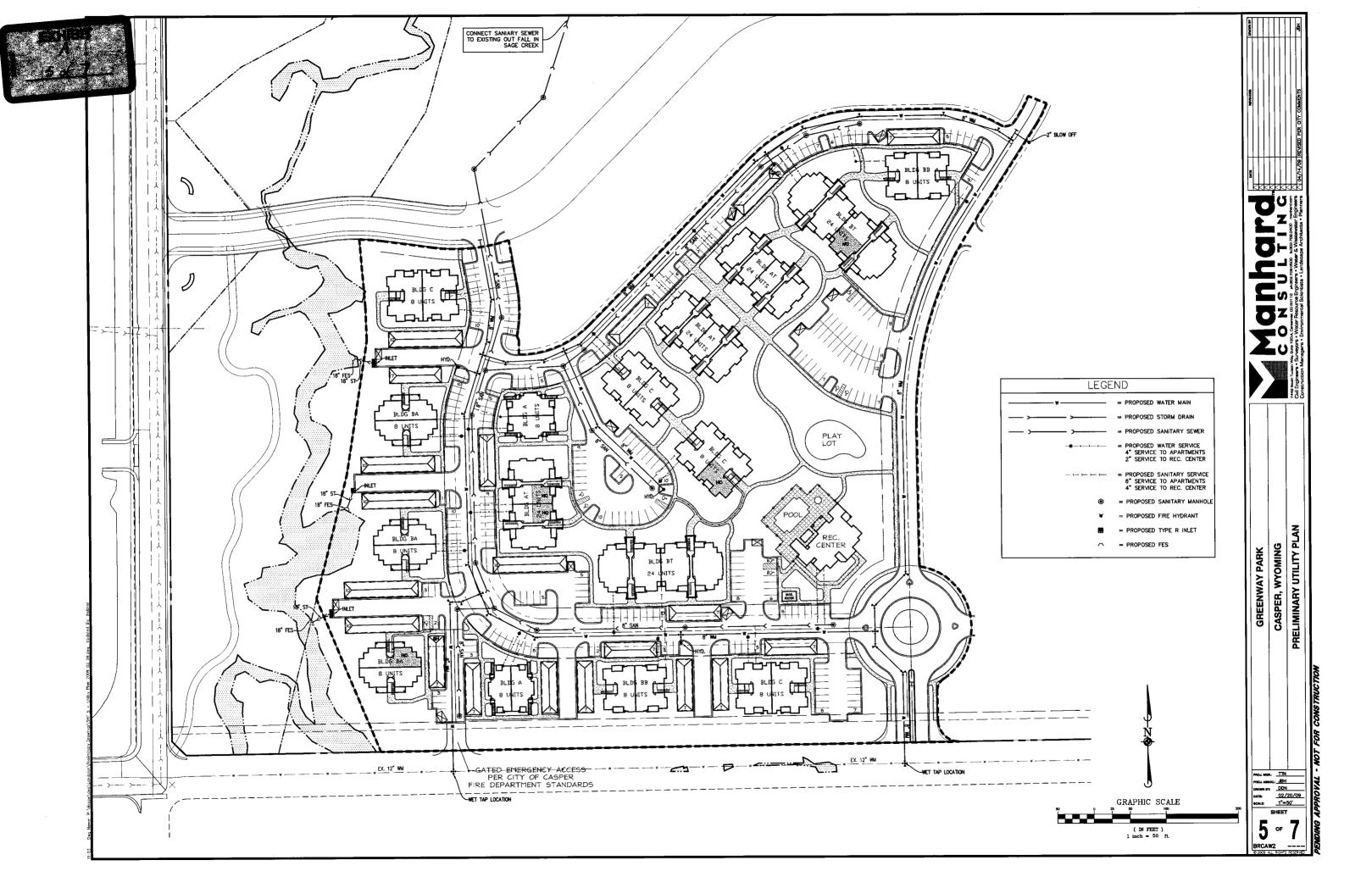
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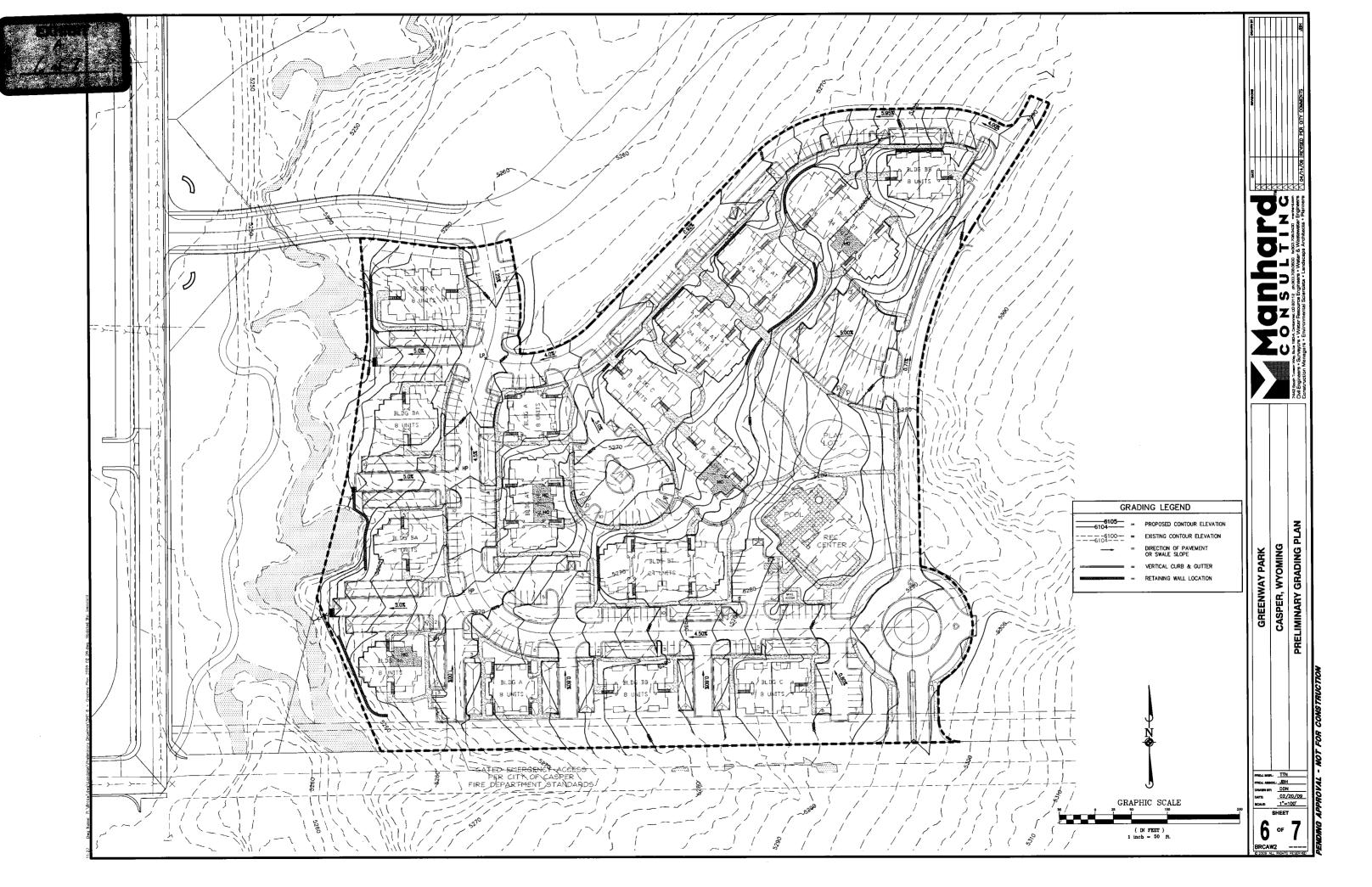


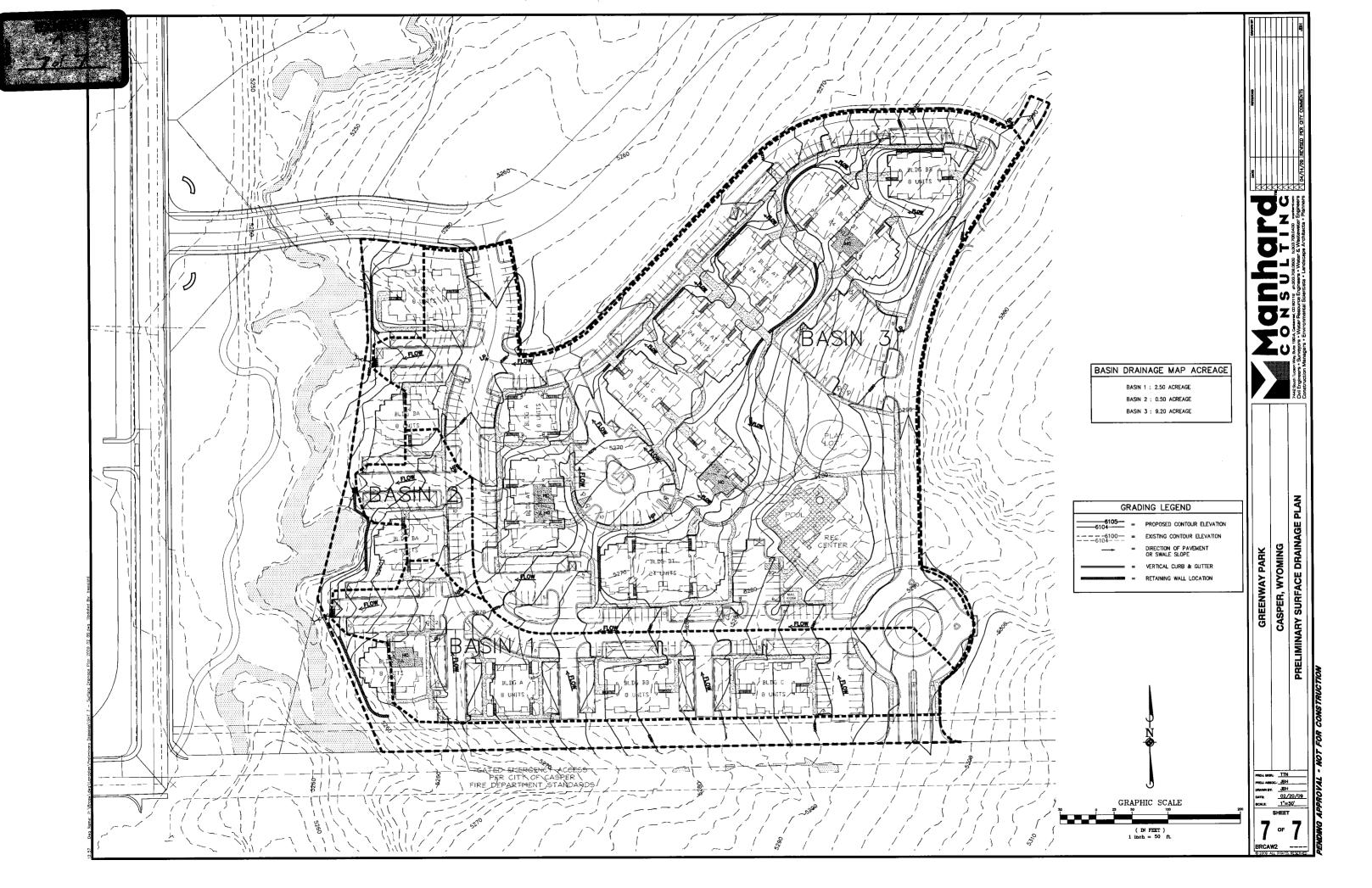
الم الح 8⊦ O GREENWAY PARK
CASPER, WYOMING
SITE PLAN

JBH 02/20/09 1"=100"

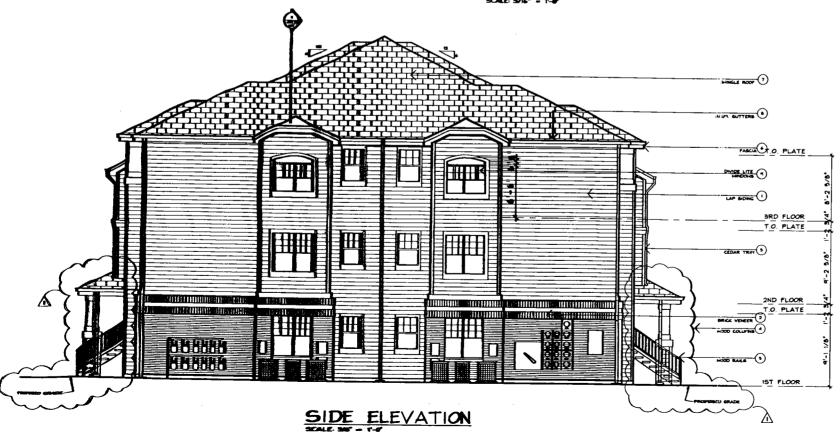


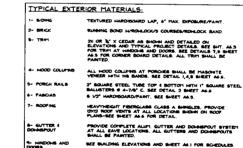


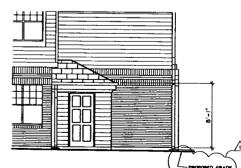








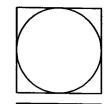




PARTIAL ELEVATION AT SPRINKLER RISER ROOM/DOMESTIC WATER SERVICE ROOM

SCALE: 3/16" - 1'-0'
SEE SITE PLAN FOR LOCATIONS

BUILDING TYPE AT



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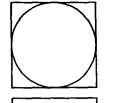


THE PRESERVE APARTMENTS

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Project	BE0810
Date	06/19/08
Drawn	DCF,CAK
Checked	EJS
Revised	
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ARCHITECTURE STEP A BANKER PLACE, BLITTE 119 CONTROLLE, COLORADO BATE TOR 716 MIN SER 719 1888 PAS



PARTIAL ELEVATION AT SPRINKLER RISER ROOM/DOMESTIC WATER SERVICE ROOM SCALE: 1/8' - 1'-0' SEE SITE PLAN FOR LOCATIONS

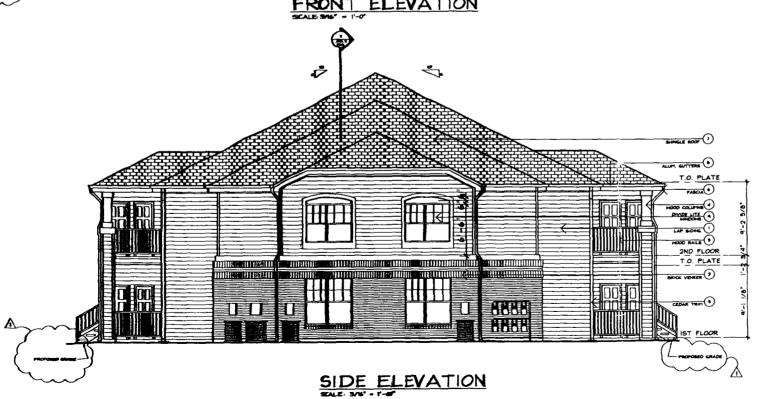
 
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 BE0810

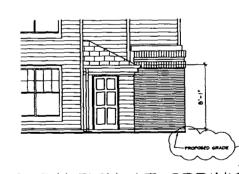
 Date
 06/19/08

 Drawn
 DCF,CAK
 Checked EJS

> sheet 41 of 179 A4.1-BA







TYPICAL EXTERIOR MATERIALS:

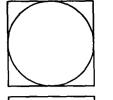
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THE PRESERVE APARTMENTS

BUILDING TYPE BA





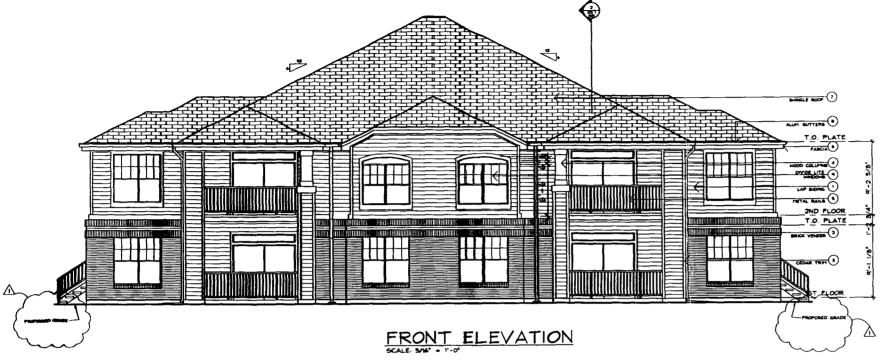
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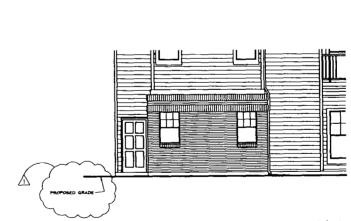




THE PRESERVE APARTMENTS







PARTIAL ELEVATION AT SPRINKLER RISER ROOM / DOMESTIC WATER SERVICE

TYPICAL EXTERIOR MATERIALS

2- BRICK 3- TRIM

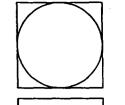
SCALE: 1/8" = 1'-0" SEE SITE PLAN FOR LOCATIONS

SIDE ELEVATION

SIDE ELEVATION

BUILDING TYPE BB





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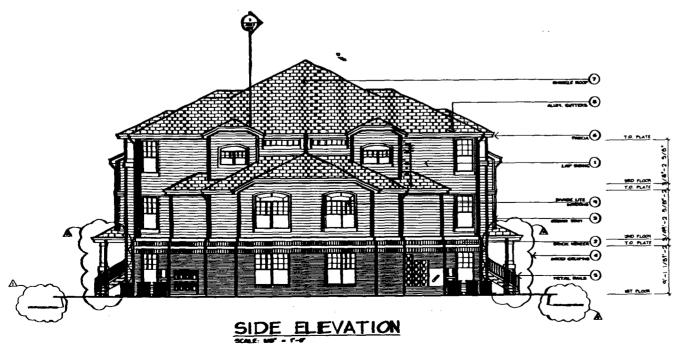
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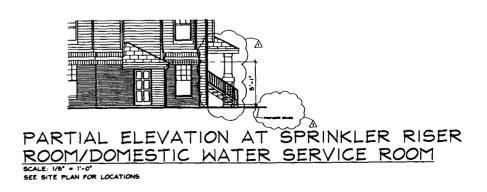
Project BE0810
Date 06/19/08
Drawn DCF, CAK
Checked EJS
Revised

08/11/08

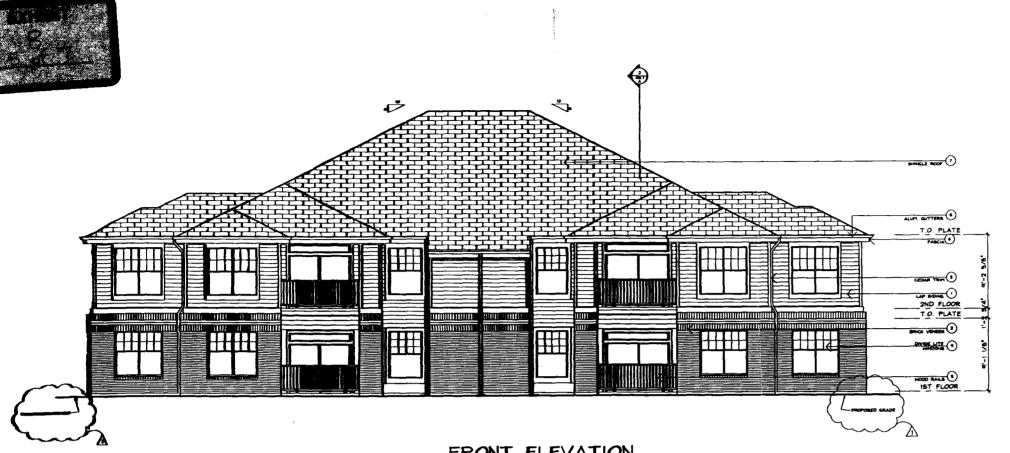
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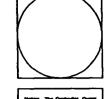






BUILDING TYPE BT







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EXTERIOR ELEVATIONS

THE PRESERVE APARTMENTS

 
 Project
 BE0810

 Date
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 Drawn
 DCF, CAK
 Checked EJS
Revised

08/11/08

sheet 69 of 179 A4.1-C

FRONT ELEVATION



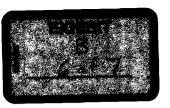


TYPICAL EXTERIOR MATERIALS:

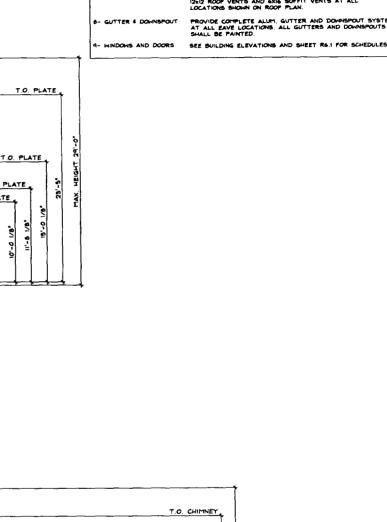
2- **BR**CK

PARTIAL ELEVATION AT SPRINKLER RISER ROOM/DOMESTIC WATER SERVICE ROOM SCALE: 3/16" = 1'-0" SEE SITE PLAN FOR LOCATIONS

BUILDING TYPE C



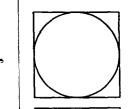




6- FASCIAS

TYPICAL RENTAL / REC. CENTER EXTERIOR MATERIALS:

TEXTURED HARDISCARD LAP, 4" EXPOSURE / PAINT



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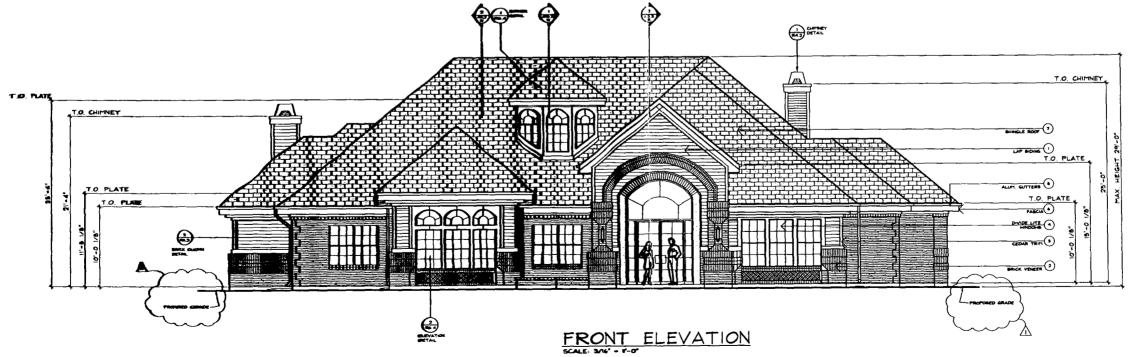
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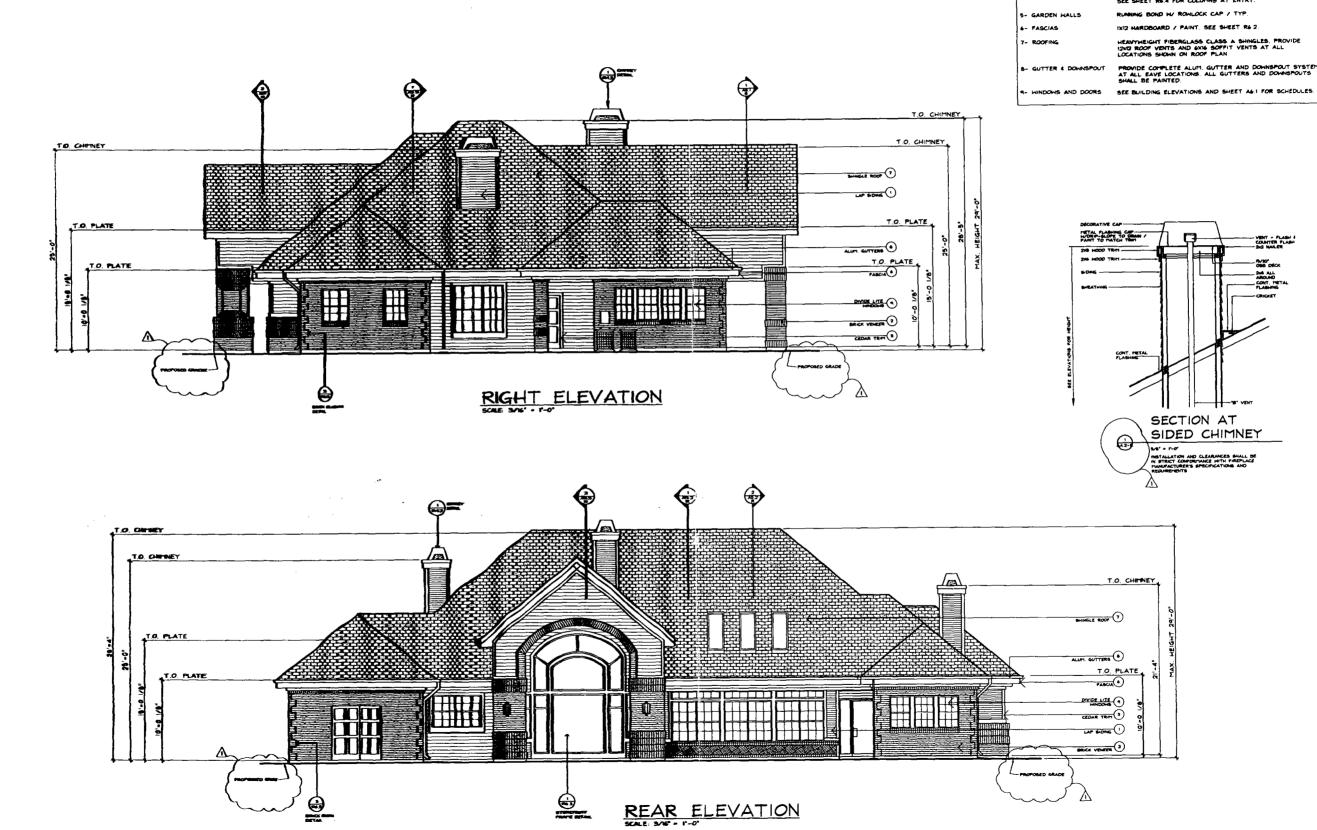
THE PRESERVE APARTMENTS

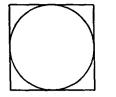
Project	BE0810
Date	06/19/08
Drawn	DCF,CAK
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TYPICAL RENTAL / REC. CENTER EXTERIOR MATERIALS:

2- BRICE

TEXTURED HARDIBOARD LAP, 4" EXPOSURE / PAINT.
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LOCATIONS -- SEE ELEVATIONS AND DETAILS.

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THE PRESERVE APARTMENTS

Project BE0810

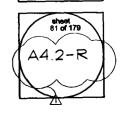
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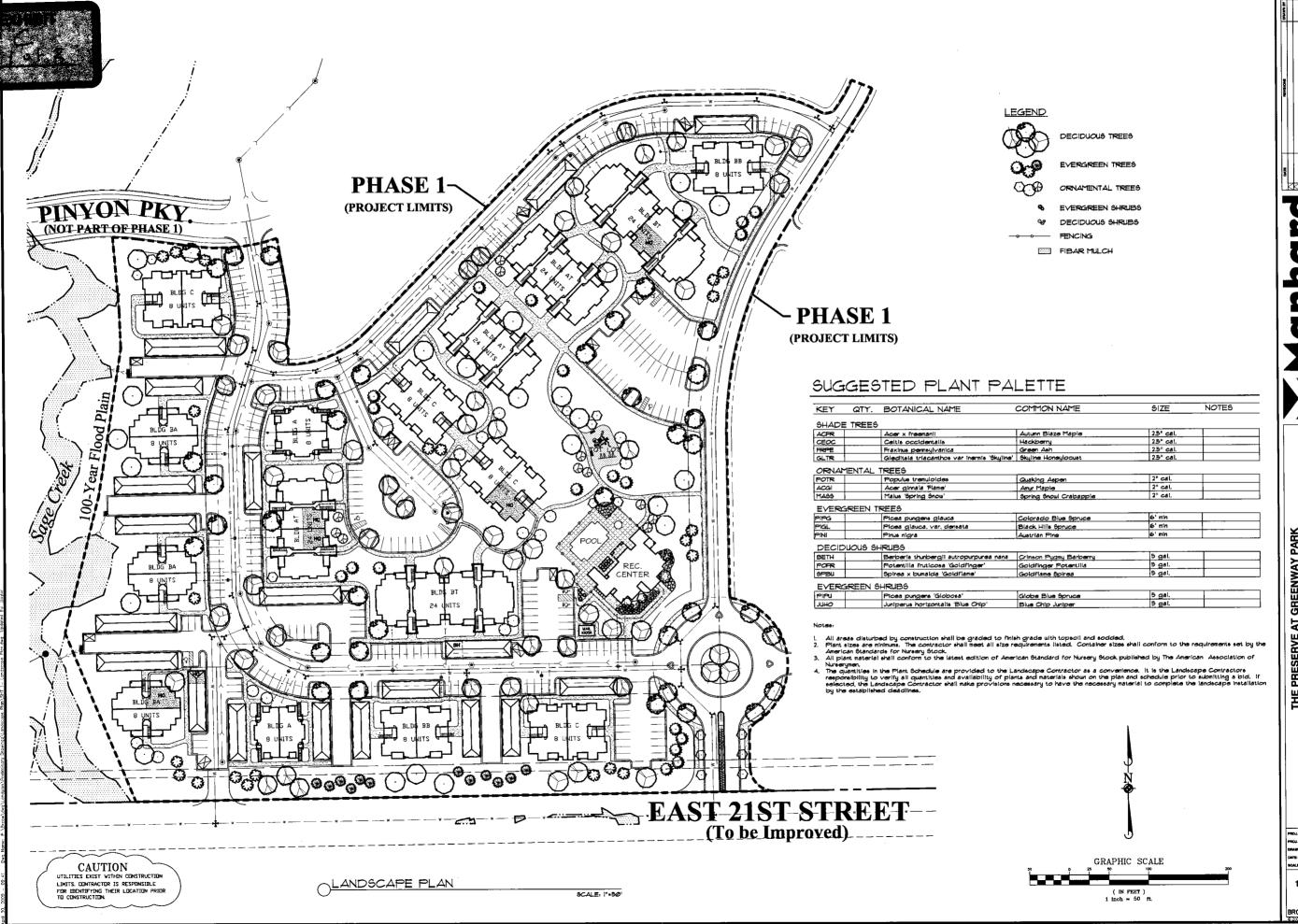
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THE PRESERVE A
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MAIN BY: JBH

ATE: 04/29/09

CALE: 1" = 50'

SHEET 13 OF 199

### SPECIFICATIONS

I. Field Verification
The Contractor shall verify all existing conditions and dimensions in the field prior to bidding and report any discrepancies to the Owner or his representative.

### Protection of Existing Site and Existing Site Features

2. Protection or Existing of the and Existing of the resulting of the resulting of the contractor shall provide at his own expense, protection against trespassing and damage to seeded areas, planted areas and other construction areas until the preliminary acceptance. The Contractor shall provide barricades, temporary fencing, signs, written warning or policing as may be required to protect such areas.

The Contractor shall not be responsible for any damage caused by the Owner after such warning has been issued

It shall be the Contractor's responsibility to locate and protect all existing above and below ground utilities when performing the work. The Contractor shall be responsible for the protection of crowns, trunks and roots of existing trees, shrubs, launs, paved areas and other landscaped areas that are to remain.

Existing trees which may be subject to construction damage shall be boxed, fenced or otherwise protected before any work is started. Boxing or other protection will be removed at the end of construction. Do not locate heavy equipment or stockpiles within the drip-line of existing plants or on lawns.

Any damage to utilities, structures, plantings or lawn which results from the Contractor's work shall be repaired in kind at the Contractor's expense immediately with as little inconvenience to the Cuner as possible.

All areas shown on the plan as sod, the General Contractor will provide the Landscape Contractor with an excavated area 2° below the curb elevation and proposed grade. It is the Landscape Contractor's responsibility to verify with the General Contractor that the subgrade preparation has been completed.

The Landscape Contractor shall coordinate his/ner work with all other trades on site. Any planting areas disturbed as a result of general construction activity shall be immediately repaired/replaced by the Landscape Contractor at no additional expense to the Owner.

3. Planting Techniques
All planting techniques and methods shall be consistent with the latest edition of "Horticulture Standards of Nurseryman, Inc.", and as detailed on these drawings. All deciduous plant material shall be thin pruned to remove (/3 interior branches, dead branches and broken branches. Pruning shall compliment plants natural form. Absolutely NO tip pruning is allowed, except hedges. Any plant that is tip pruned is subject to rejection by the Landscape Architect. Evergreen trees and shrubs shall be pruned of dead and broken branches and as directed by the Landscape Architect. All pruning work shall be done with hand pruners only.

Stake/guy all trees as necessary immediately after installation and prior to acceptance. When high winds or other conditions occur, the Landscape Contractor shall take whatever precautions his deems necessary to protect the survival and appearance of the plants. These steps shall be taken at no additional expense to the Owner.

4. Inspection of Plant Material
All plant materials shall be subject to inspection and approval. The Landscape Architect/Owners Representative reserves the right to reject any plants which fall to meet this inspection. All rejected material shall be removed from the site by the Contractor. Height of evergreen trees are measured from the top of ball to the first lateral branch closest to the top. Height and/or width of other plants so specified are measured by the mass of the plant not the very tip of the branches.

5. Plant substitution

Substitution from the specified list will be accepted only when evidence in writing is submitted to the Landscape Architect, showing that the plant specified is not available. Requests for approval of substitute plant material shall include common and botanical names and size of substitute material. Only those substitutions of at least equivalent size and having essential characteristics similar to the originally specified material will be approved. Acceptance or rejection of substitute plant materials will be issued in writing by the Landscape Architect.

6. Planting Soil
Planting soil shall be replaced in all disturbed areas at a minimum depth of eight inches. The planting soil shall be improved and amended by the contractor at the time of placement. The amended topsoil shall consist of 3 cy. yds. of organic matter per 1000 sq. it. tilled to a depth of four inches or as determined by an independent soil analysis and approved by the landscape architect.

All planting areas including shrub beds and individual trees shall be mulched with  $\frac{3}{2}$  to  $1\frac{1}{2}$  river rock mulch to be approved by the Landscape Architect or Owners Representative.

8. Pre-emergent Herbicide
All shrub beads, inclividual tree rings and ground cover beds shall be treated with a pre-emergent herbicide prior to the mulch being installed. These areas shall be used free prior to herbicide application.

9. Sodding Sod shall be Kentucky Bluegrass and is required in all areas as noted on the landscape plan. Sod should be grown from at least four varieties of quality seed. Sodded slopes 3:1 or greater shall be staked to prevent erosion and washout. Sod is to be laid within 8 hours of the delivery time to the site. Watering shall continue until all sod areas are thoroughly knit to the ground.

10. Seeding All lawn areas on landscape plan specified to be seeded shall be treated as specified below:

Shall be spread over all areas to be seeded to a minimum depth of 6" when compacted.

### B. Seed Mixture and Application Rate

Kentucky Bluegrass ( 4 varieties) Perennial Ryegrass Redtop or Creeping Red Fescus

Apply at the rate of 55 lbs, per 1,000 sq. ft.

The contractor shall acquire site specific soil analysis from a reputable firm, amend soil, and fertilize all area per the findings of the analysis. The contractor shall supply the Landscape Architect with all findings, analysis, and recommendations. Apply fertilizers and conditioners at the rate specified per soil test findings. At least 40% of the fertilizer nitrogen shall be of an organic origin.

Seeded areas shall be watered to insure proper germination. Once seeds have germinated, watering may be decreased but the seedlings must never be allowed to dry out completely. Frequent watering should be continued for approximately four (4) weeks after germination or until grass has become sufficiently established to warrant watering on an an encoded basis. All plant material watering will be the responsibility of the contractor until acceptance by the owner and the Landscape Architect (Journal Representatives).

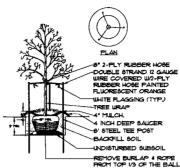
E. Establishment.

Tuf may be established on a variety of slope conditions. It shall be the contractor's responsibility to determine and implement whatever procedures he deems necessary to establish the turf as part of his work. Seeded areas will be accepted when all areas show a uniform stand of the specified grass in healthy condition and at least 60 days have elapsed since the completion of this work. A uniform stand is defined a rease where the grass is growing thickly without bare spots larger than 12° x 12°. The Contractor shall submit with his bid a description of the methods and procedures he intends to use.

All plantings shall be maintained by the Contractor for a period of 60 days after preliminary acceptance by the Cuner. Maintenance shall include, but is not limited to, moving and edging turf, pulling weeds, watering turf and plant material, and armual flower maintenance.

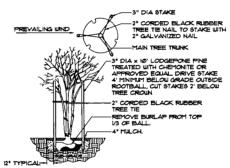
Final acceptance will be granted by the Landscape Architect/Owners Representative upon receipt of written request by the contractor, combined with an acceptable final review of the installation by the Landscape Architect/Owners Representative. All plant material ( excluding annual flowers), shall be guaranteed for two year after the end of the 60 day maintenance period. The end of the maintenance period is marked by the final acceptance of the Contractor's work by the Owner, and the Landscape Architect/Owners Representative. All plants that are not vigorous, healthy and in good condition shall be replaced by the Landscape Contractor at no additional expense to the Owner. These replacement plants shall meet all specified qualities of the original plant materials and carry the same guarantees from the time of replacement.

The Contractor shall protect the property of the Owner and the work of other Contractors. The Contractor shall also be directly responsible for all damage caused by his activities at no additional expense to the owner and for the daily removal of all trash and debris from his work area to the satisfaction of the Landscape Architect/Owners Representative.



NOTE: 1. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

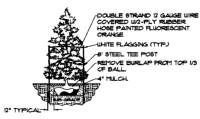
DECIDUOUS TREE NOT TO SCALE



### NOTE

I. PLANTING PITS TO BE SCARFIED BEFORE TREES ARE PLANTED. 2. PRIMING OF ORNATENTAL TREES MUST BE DONE AFTER PLANTING AND AT THE DIRECTION OF THE LANDSCAPE ARCHITECT.

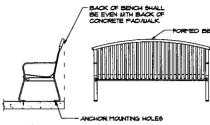
ORNAMENTAL TREE NOT TO SCALE



### NOTE:

1, STAKE ALL EVERGREEN TREES GREATER THAN 5' IN HT. 2. PLANTING PITS TO BE SCARIFIED BEFORE TREES ARE PLANTED.

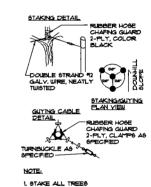
EVERGREEN TREE NOT TO SCALE



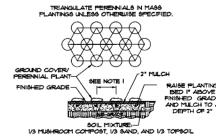
NOTES.

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OWER OR OWER'S REPRESENTATIVE.
SENCH TO BE INSTALLED PER MANIFACTURES
RECOTHENDATIONS AND SPECIFICATIONS.
3. ANCHOR MOUNTS TO BE PRESENTENT AND
INSTALLED PER MANIFACTURES
RECOTHENDATIONS
4. BENCH TO BLACK IN COLOR.

NOT TO SCALE



TREE STAKING AND GUYING



NOTE:

SPACING VARIES DEPENDING ON PLANT SPECIES, SEE PLANT LIST.
 REMOVE PLASTIC PLANTING CONTAINER BEFORE PLANTING, BE CAREFUL TO KEEP THE ROOT SYSTEM INTACT.

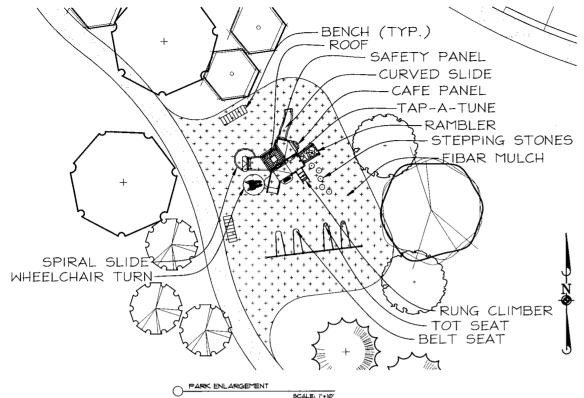
GROUNDCOVER AND PERENNIALS

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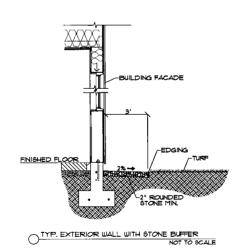
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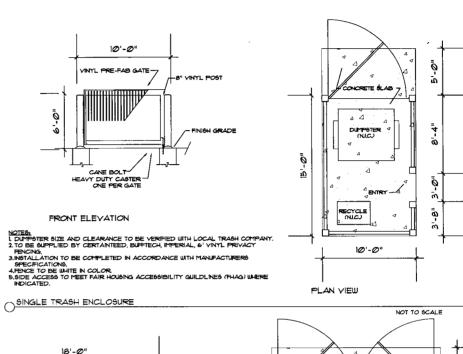
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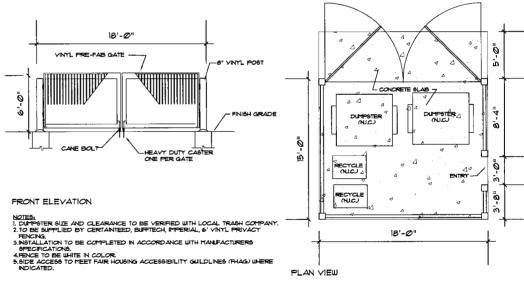




PLAY GROUND EQUIPMENT IS TO BE DESIGNED BY OTHERS AND NISTALLED PER MANUFACTURERS SPECIFICATIONS. CURRENT DESIGN BY RECREATION PLUS, LTD, GOLDEN, COLORADO - 888218455. FINAL DESIGN TO BE APPROVED BY OWNER OWNER REPRESENTATIVE.







ODOUBLE TRASH ENCLOSURE

NOT TO SCALE

THE PRESERVE AT GREENWAY PARK
CASPER, WYOMING
LANDSCAPE DETAILS AND SPECIFICATIONS

To Comment

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PROLINGR: TTN
PROLINGR: JBH
DRAWN BY: JBH
DATE 04/29/09
SCALE NTS

15 OF 199 L3 BRCAW 070944

## This file also contains the following:

- Drainage Study The Preserve Apartments at Greenway Park prepared July 31, 2009 by Manhard Consulting.
- Sanitary Sewer Report The Preserve at Greenway Park- Phase I prepared July 29, 2009 by Manhard Consulting.
- Water Report The Preserve at Greenway Park- Phase I prepared July 10, 2009 by Manhard Consulting.

Supporting documents for this file are being maintained in the Community Development Department.